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Schedules

Schedule A: Statement of Work (SOW)

1 OVERVIEW

1.1 PURPOSE

The purpose of this contract is to obtain videography, editing and creative consultation services in the creation of three videos, each of three to five minutes in length. Videos will capture the stories of people with health and quality-of-life experiences related to solutions provided by the Healthier Washington Initiative.

1.2 STATEMENT OF WORK (SOW)

The Contractor shall provide the goods and/or services and staff as described in Schedule A, Statement of Work.

2 SPECIAL TERMS AND CONDITIONS

2.1 TERM

Subject to its other provisions, the Term under this contract shall be from the date of execution by both parties through June 30, 2015, unless terminated sooner as provided herein.

HCA, at its sole discretion, may extend this Contract for up to an additional twelve (12) months, unless terminated sooner as provided herein.

The term of any Statement of Work (SOW) executed pursuant to this Contract shall be set forth in the SOW. The term of the SOW shall not exceed the term of this Contract. The SOW may be terminated in accordance with the termination provisions of this Contract or as mutually agreed between the parties.

Work performed without a contract or amendment signed by authorized representative of both parties shall be at the sole risk of the Contractor. HCA shall not pay any costs incurred before a contract or any subsequent amendment is fully executed.

2.2 DES FILING REQUIREMENT

10-Day Filing (Sole source contracts over \$10,000)

The provisions of Chapter 39.26 RCW require HCA to file this sole source Contract with the Department of Enterprise Services (DES) for approval. No contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing and subject to DES approval.

2.3 COMPENSATION AND PAYMENT

The Maximum Not-to-Exceed Compensation, which includes any allowable expenses, payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in Schedule A, Statement of Work, is \$35,000.00. Contractor's compensation for services and costs rendered shall be based on the hourly rates and schedule set forth in Schedule A, Statement of Work, but in no event shall the cost or payment exceed the Maximum Not-to-Exceed Compensation associated with this Contract.

2.4 BILLING AND INVOICE

Contractor shall submit correct invoices to the HCA Contract Manager for all amounts to be paid by the HCA hereunder.

All invoices submitted must meet with the approval of the HCA Contract Manager or his/her designee prior to payment, which approval shall not be unreasonably withheld.

Contractor shall only submit invoices for services or deliverables as identified in the Statement of Work (Schedule A) and/or as permitted by this section of the Contract. The Contractor shall not bill the HCA for services performed under this Contract, and the HCA shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for such services/deliverables.

Contractor shall submit properly itemized invoices to include the following information, as applicable:

- a) HCA Contract number K1503;
- b) Contractor name, address, phone number;
- c) Description of Services;
- d) Date(s) of delivery;
- e) Net invoice price for each item;
- f) Applicable taxes;
- g) Total invoice price; and
- h) Payment terms and any available prompt payment discount.

HCA will return incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.

Invoices shall describe and document to the HCA's satisfaction: a description of the work performed; the progress of the project; and fees. If expenses are invoiced, provide a detailed breakdown of each type. Any single expenses in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Payment shall be considered timely if made by the HCA within thirty (30) days of receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor. (Note: Failure to submit a properly completed IRS form W-9 may result in delayed payments.)

Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) days after the Contract expiration date. Belated claims shall be paid at the discretion of the HCA and are contingent upon the availability of funds.

The HCA may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the HCA.

Electronic Payment: The State of Washington prefers to utilize electronic payment in its transactions. Contractor will be expected to register as a statewide vendor. This allows Contractors to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. Forms necessary for registration can be obtained at www.ofm.wa.gov.

2.5 CONTRACT MANAGER CONTACT INFORMATION

The individuals listed below or their successors shall be the main points of contact for services provided under this Contract. HCA's Contract Manager or his/her successor has the responsibility to monitor the Contractor's performance and shall be the contact person for all communications regarding contract performance, deliverables, and invoices. The Contract Manager has the authority to accept or reject the services provided and if satisfactory, certify acceptance of each invoice submitted for payment. Notifications regarding changes to this section must be in writing (e-mail) and maintained in the project file but will not require a formal contract amendment.

CONTRACTOR Contract Manager Information	Health Care Authority Contract Manager Information
DJ Wilson Wilson Strategic Communications, Inc. 3600 188th St. SW Suite 590 Lynnwood WA 98037	Janet Cornell Health Care Authority P.O. Box 42710 Olympia, WA 98504-2710 Phone: (360) 725-0859 Janet.Cornell@hca.wa.gov

2.6 NOTICES

Whenever one party is required to give notice to the other under this Contract, it shall be deemed given if mailed by United States Postal Services, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

2.6.1 In the case of notice to the Contractor, notice will be sent to:

DJ Wilson
Wilson Strategic Communications, Inc.
3600 188th St. SW Suite 590
Lynnwood WA 98037

2.6.2 In the case of notice to HCA, send notice to:

Attention: Contract Administrator
Health Care Authority
Division of Legal and Administrative Services
Contract Services
Post Office Box 42702
Olympia, WA 98504-2702

2.6.3 Notices shall be effective on the date delivered, as evidenced by the return receipt, or the date returned to the sender for non-delivery other than for insufficient postage.

2.6.4 Either party may, at any time, change its address for notification purposes by mailing a notice in accord with this Section, stating the change and setting for the new address, which shall be effective on the tenth (10th) day following the effective date of such notice, unless a later date is specified.

2.7 ORDER OF PRECEDENCE

Each of the Exhibits listed below is, by this reference, incorporated into this Contract. In the event of an inconsistency, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington statutes and regulations;
2. Special Terms and Conditions;
3. General Terms and Conditions;
4. Schedule A – Statement of Work; Deliverables Timeline, Cost Proposal
5. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3 GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

"Allowable Expense" shall mean an expenditure which meets the test of the appropriate OMB Circular (see Section I. Federal Compliance of Attachment 1). The most significant factors affecting allowability of expenses are: 1) they must be necessary and reasonable, 2) they must be allowable, 3) they must be authorized or not published under state or local laws and regulations, and 4) they must be documented.

"Authorized representative" shall mean the person in HCA to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"Business Associate" is as defined in 45 CFR, Part 160.103 and includes any entity that performs or assists in performing a function or activity involving the use/disclosure of Individually Identifiable Health Information or involving any other function or activity regulated by HIPAA; or provides legal, accounting, actuarial, consulting, data aggregation, management, accreditation, or financial service where the services involve Individually Identifiable Health Information.

"Business Days and Hours" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"Confidential Information" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

"Contract" shall mean this Contract document, all schedules, exhibits, attachments, and amendments.

"Contractor" shall mean that firm, provider, organization, individual or other entity performing services under this Contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this Contract.

"Effective Date" shall mean the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“Equipment” shall mean an article of non-expendable, tangible property having a useful life of more than one year and an acquisition cost of \$5,000 or more.

“Health Care Authority”(HCA) shall mean the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“Protected Health Information” has the same meaning as in the HIPAA Rules except that in this Contract the term includes only information created by any of its contractors, or received from or on behalf of HCA, and relating to Clients. “PHI” means Protected Health Information.

“Schedule A: *Statement of Work*” or **“SOW”** shall mean a separate statement of the work to be accomplished by Contractor under the terms and conditions of this Contract.

“Subrecipient” shall mean a contractor operating a federal or state assistance program receiving federal funds and having the authority to determine both the services rendered and disposition of program. See OMB Circular A-133 for additional detail.

“Successor” is defined as any entity or individual which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the first contractor/vendor or any person who succeeds to the office, rights, responsibilities or place of another.

3.2 ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for services furnished by the Contractor pursuant to this Contract.

3.3 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3.4 ANTITRUST ASSIGNMENT

Contractor hereby assigns to the State of Washington any and all of its claims for price fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services purchased under this contract.

3.5 ASSIGNMENT

The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

3.6 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

3.7 CHANGE IN STATUS

In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the HCA of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

3.8 CONFIDENTIAL INFORMATION PROTECTION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

The obligations set forth in this Section shall survive completion, cancellation, expiration, or termination of this Contract.

3.9 CONFLICT OF INTEREST

HCA may terminate this Contract, by written notice to the Contractor, if it is found, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts.

In the event this Contract is so terminated, HCA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor.

3.10 CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

3.11 DISPUTES

The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section. When a genuine dispute arises between HCA and the Contractor regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved at the project management level, either party may submit a request for a dispute resolution to the Contracts Office which shall oversee the following Dispute Resolution Process: HCA shall appoint a representative to a dispute panel; the Contractor shall appoint a representative to the dispute panel; HCA's and Contractor's representatives shall mutually agree on a third person to chair the dispute panel. The dispute panel shall thereafter attempt to decide the dispute with the majority prevailing.

A party's request for a dispute resolution must:

- 3.11.1 Be in writing,
- 3.11.2 State the disputed issues,
- 3.11.3 State the relative positions of the parties,
- 3.11.4 State the remedies sought,
- 3.11.5 State the Contractor's name, address, and his/her department Contract number,
- 3.11.6 Be mailed to HCA Contracts Office, PO Box 42702, Olympia, WA 98504-2702 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes.

This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal.

The parties agree that the dispute resolution process set forth in this Section is intended solely to provide the parties with an opportunity to resolve disputes prior to either party initiating litigation in a judicial or quasi-judicial forum. Any resolution of a dispute pursuant to the process set forth in this Section shall not be binding on either party unless and until a written agreement that memorializes such resolution is executed by each of the Contractor and the Authority, which execution shall be at the sole discretion of each party. Any outcome of such dispute resolution process shall be without prejudice except to the extent set forth in such a written agreement executed by each party.

If the Contractor becomes involved in a dispute between the Authority and a third party, the Contractor shall be compensated for its time and expenses unless the Contractor is at fault.

3.12 GOVERNING LAW

This Contract shall be governed, in all respects, by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington and the venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

3.13 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of HCA. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Authority or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

3.14 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

3.15 LIMITATION OF AUTHORITY AND LIABILITY

Only the HCA Authorized Representative or his/her designee by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Authorized Representative.

3.16 NO THIRD-PARTY BENEFICIARIES

The HCA and the Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this contract to third parties or third persons.

3.17 NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Authority. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

3.18 OVERPAYMENT AND ASSERTION OF LIEN

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA shall provide written notice to Contractor and Contractor shall refund the full amount to HCA within thirty (30) days of the notice. HCA may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment or deposit, or some other form of security acceptable to HCA.=

3.19 PRIVACY

Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of HCA or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

HCA reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by HCA. Contractor shall certify return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless HCA for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers

3.20 SAFEGUARDING INFORMATION

The use or disclosure by any party of any information concerning HCA for any purpose not directly connected with the administration of HCA's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of HCA.

3.21 SYSTEM SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Information Systems Manager. Contractor-supplied computer equipment, including both hardware and software, must be reviewed by the HCA Information Services prior to being connected to any HCA network connection and that it must have up to date anti-virus software and personal firewall software installed and activated on it.

Unauthorized access to HCA networks and systems is a violation of HCA Policy 06-03 and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

3.22 RIGHTS IN DATA/COPYRIGHT

Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by HCA. HCA shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to HCA effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

The Contractor shall exert all reasonable effort to advise HCA, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. HCA shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. HCA shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

Only deliverables created or developed by Contractor specifically and exclusively for HCA pursuant to the Contract shall be considered 'work made for hire' and exclusively owned by the HCA (collectively, "Materials"). Contractor shall retain all patent, copyright and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience (collectively, "Intellectual Property") owned or possessed by Contractor before the commencement of, or acquired by Contractor during or after, the performance of the Services. To the extent that any of Intellectual Property is embodied in any of the Materials, Contractor hereby grants HCA a non-exclusive, non-transferable, royalty-free license to use the Intellectual Property for its internal use, but solely in connection with and to the extent necessary for use of the Materials as contemplated by the Contract.

3.23 WAIVER

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by HCA and attached to the original Contract.

SCHEDULE A

STATEMENT OF WORK

The contractor will provide services and staff and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Performance of Work:

- A. The contractor will work with HCA's Communications division to provide videography, editing, and creative expertise in the creation of between two (2) and four (4) videos. This will include:
 - i. Ongoing coordination and collaboration with HCA designated staff, including weekly meetings and communications until such time as the meetings are no longer warranted;
 - ii. Video interviews of at least six (6) but no more than fifteen (15) health care consumers, civic and health care leaders from and representative of Washington State. An approved list of interviewees, determined by HCA, will be provided no later than June 1, 2015. The contractor may provide suggested substitutions;
 - iii. Gathering of B-Roll footage and interviews from at least three (3) locations;
 - iv. Videos to include graphics, editing, music, voice-over talent, and video production consistent in style, tone, and quality level of the *Leading the Way* video previously created by Wilson Strategic Communications; and

2. End Product:

- A. Between two (2) and four (4) final videos each of ninety second (90) to up to five (5) minutes in length, and each using the Healthier Washington branding and logo, describing how Healthier Washington will help communities provide better health, better care, and lower health costs. Videos must include:
 - i. Interviews of consumers with stories that communicate at least three examples that show why health care transformation is needed and why it matters to all citizens of Washington State.
 - ii. Health systems executives with perspectives that communicate why health care transformation is needed and why it matters to all citizens of Washington State.
- B. Final versions of each video in standard DVD format.
- C. All raw footage of interviews via DVD disks, compressed file or file upload.

3. Deliverable timeline:

Task	Due Date
Video of interviews of six (6) to fifteen (15) health care consumers, civic and health care leaders or health systems executives that are representative of Washington State.	June 22, 2015
Initial version of between two (2) and four (4) videos of ninety (90) seconds to up to five (5) minutes in length that show why health care transformation is needed and why it matters to all citizens of Washington State.	June 25, 2015
Final version of between two (2) and four (4) videos of ninety (90) seconds to up to five (5) minutes in length that show why health care transformation is needed and why it matters to all citizens of Washington State.	June 30, 2015
Raw copy of all interviews via disk, compressed file or upload.	June 30, 2015

4. Compensation and Payment

A. **Hourly Wages:** The compensation of wages, for contractor and staff (if any) shall be as set forth below:

Consultant	Hourly Rate
DJ Wilson	\$200/hour
Aaron Horton	\$150/hour
Mary Powell	\$150/hour

B. **Hours of Performance:** Based on the above-noted hourly rate(s), the anticipated division of time is set forth below. (Note: this division of time is an estimate only and may be adjusted accordingly based on the actual working time required to fulfill each necessary task, however vendor understands that there is a maximum compensation amount as stated in paragraph 2.3.

Task	Anticipated Hours of Performance
Pre-production Work, to include: Coordination of interviews, scripting, determining locations.	80
Production / Filming.	80
Post Production Work, to include: graphics, editing, voice over work, music, delivery of final interviews and raw interviews.	54